

INTERCOLLEGIATE BROADCASTING STATION REPRESENTATIVES

507 FIFTH AVENUE, NEW YORK 17, N. Y.

ORDER NUMBER.....

DATE 11/13/45

AGREEMENT between The New York Herald Tribune Station WHAV and the

INTERCOLLEGIATE BROADCASTING STATION REPRESENTATIVES to broadcast radio programs of **Spot announcements**

as specified below:

NAME OF PROGRAM:

PRODUCT:

LENGTH OF BROADCAST	HOUR	DAYS	TIMES PER WEEK	TOTAL NO. TIMES
50 words		Monday Tuesday Wednesday Thursday	10	80

STARTING DATE

October 15, 1945

EXPIRATION DATE

December 31, 1945

PROGRAM MATERIAL ARRANGEMENTS

COMMERCIAL ANNOUNCEMENTS

To be supplied by the New York Herald Tribune

CONTINUITY

LIVE TALENT

TRANSCRIPTIONS

ADDITIONAL INSTRUCTIONS

RATES

Station Charge

Other Charges

Total

\$ \$87.20 (Gross)

\$ _____

\$ \$87.20 (Gross)

\$ \$43.60 (Net)

\$ _____

\$ \$43.60 (Net)

15% Commission allowed to Recognized Advertising Agencies on Net Charges for Broadcasting Facilities.

Intercollegiate Broadcasting Station Representatives

Address

Station WHAV

Haverford College

Haverford, Pa.

City

State

By

Louis M. Bloch Jr.

By

William Bell

Standard Conditions

GOVERNING CONTRACTS FOR SPOT BROADCASTING

Adopted 1933 and Revised 1942 by

American Association of Advertising Agencies and National Association of Broadcasters

1. PAYMENT

[a]. The agency agrees to pay, and the broadcasting station agrees to hold the agency solely liable for payment, for the broadcasting covered by this contract unless expressly otherwise agreed in writing.

[b]. The agency personally agrees to pay for broadcasting covered by this contract, at the office of the broadcasting station or of its authorized representative, on or before the last day of the month following that in which the broadcasting is done unless otherwise stipulated on the face of this contract; or, when cash discount is deducted but payment date not specified on the face of the contract, on the fifteenth of the month following.

[c]. In all cases date of payment is material and unless otherwise stipulated the postmark date on the envelope properly addressed to the broadcasting station or to its representative shall be considered the date when payment was made.

[d]. Station's invoices for broadcasting covered by this contract shall be in accordance with the station's log and shall so state on each such invoice.

[e]. Invoices should be rendered not less often than monthly.

[f]. Affidavits of performance shall be furnished by station on request of agency.

[g]. The station reserves the right to cancel the contract at any time upon default by the agency in the payment of bills, or other breach, or in the event of any material violation on the part of the agency of any of the conditions herein named; and upon such cancellation all broadcasting done hereunder and unpaid shall become immediately due and payable. In case of delinquency in payments or impaired credit the station shall have the right to change the requirements as to terms of payment for further broadcasting under this contract as it may see fit.

2. TERMINATION AND RENEWAL

[a]. This contract may be terminated by either party by giving the other fourteen (14) days' prior written notice; provided that no such notice shall be effective until fourteen (14) days after start of broadcast service hereunder. If agency so terminates this contract it will pay station according to station's rate card on which this contract is based for the lesser number of periods, for all services previously rendered by station. If station so terminates this contract, agency will then either agree with station on a satisfactory substitute day or time for continuance of broadcasts covered by this contract at the card rates on which this contract is based for such substitute time, or, if no such agreement can be reached agency will pay station according to the rates specified herein, for all services previously rendered by station; that is, the agency shall have the benefit of the same discounts which the agency would have earned had it been allowed to complete the contract. In the event of termination hereunder neither party shall be liable to the other party otherwise than as specified in this paragraph, and in paragraph 6 hereof.

[b]. The broadcast time (or times) covered by the contract may be renewed by the agency by giving station two (2) weeks' written notice prior to the expiration of the contract or any extension thereof.

3. INABILITY TO BROADCAST

[a]. Should the station, due to public emergency or necessity, legal restrictions, act of God, or for any other reason beyond the control of the station, be unable to broadcast one or a part of any one of the agency's programs at the time specified, the station shall not be liable to agency except to the extent of allowing in such case either (1) a pro rata reduction in the time charges hereunder, or (2) if an interruption occurs during the commercial announcement portion of any broadcast a credit to agency in the same proportion to the total station time charge which the omitted commercial portion bears to the total commercial portion of the broadcast, it being mutually agreed that station shall credit agency on whichever basis is more favorable to agency. In the event of such omission station will upon agency's request make a suitable courtesy announcement as to such omission. Such omission or interruption shall not affect rates of discount; that is, the agency shall have the benefit of the same discounts which the agency would have earned had it been allowed to complete the contract. If the interruption equals or exceeds 50% of the total program time the station shall defray a pro rata share of the live talent costs, unless the interruption is due to an act of God, public emergency or legal restriction.

4. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE

[a]. The station shall have the right to cancel any broadcast covered by this contract in order to broadcast a sustaining program which it deems to be of public importance. In such case, the station will notify the agency, in advance, if possible, but in any case immediately after such broadcast, that agency's program has been cancelled.

[b]. The station, provided it has first secured the approval of agency as far in advance as possible, may also cancel any broadcast covered by this contract and substitute a commercial broadcast of public importance.

[c]. In the case of a cancelled program, whether for the substitution of a sustaining program or a commercial program, the agency and the station will agree on a satisfactory substitute day or time for the broadcast, or, if no such agreement can be reached, the broadcast will be considered as cancelled without affecting the rates, discounts or rights shown on this contract, except that agency shall not be required to pay for the cancelled program.

[d]. In the event of such cancellation or postponement, the station will make, if approved by the agency, a suitable courtesy announcement as to the reason for cancellation or postponement and as to any substituted time agreed upon, and the station shall reimburse the agency any non-cancellable cost of live talent.

5. RATES

[a]. It is agreed that the rate named in this contract is the lowest rate made by the station for like services and that if at any time during the

life of this contract the station makes a lower rate for the same services, this contract shall be completed at such lower rate from that date.

[b]. All rates shall be published. There shall be no secret rates, rebates or agreements affecting rates. All rates shall be furnished agencies if requested.

[c]. If this contract is continued beyond the time specified herein, the additional broadcasts shall be considered part of this contract and the same rate shall apply until any lower rate prevailing at the time this contract is made shall have been earned; and then such lower rate shall apply to the whole contract. This provision shall not, however, cover a service rendered by station later than one year from the date of the first broadcast.

[d]. In the event of revision of station rates or discounts, this contract may be extended at the rates and discounts herein shown without penalty of short rate or discounts on previous broadcasts hereunder, for a period of not more than fifty-two (52) weeks from the effective date of such revision; provided, however, that such extension is executed not later than thirty (30) days after the effective date of such revision.

[e]. In the event agency contracts with station for additional time for the advertiser hereunder the rates and discounts shown on the rate card on which this contract is based shall apply to such additional time for a period of fifty-two (52) weeks from the effective date of any revision of rates or discounts.

[f]. All broadcasts placed with station for the advertiser within one year from the date of the first broadcast hereunder shall be combined for the purpose of calculating the total amount of frequency discounts earned, provided, however, that announcements cannot be so combined with five (5) minute or longer programs.

6. PROGRAMS

[a]. The contract for station time includes the services of the technical staff and of a regular staff announcer. Other talent and service charges, if any, are covered in this contract and such charges are subject to change by the agency with the consent of the station.

[b]. Should the station fail to receive program material seven days in advance of the broadcast it shall so notify the agency. Subsequent to this notification, if the station fails to receive the program material in time for the broadcast, if the programs are transcriptions, the station shall, following first broadcast, repeat a previous program unless otherwise instructed, or unless program is one of a series, in which case the station shall have the right to announce the name, address and business classification of the advertiser, produce a creditable program and make regular charge for station time and reasonable talent charge to the agency. If the programs are produced locally it shall, following first broadcast, repeat the commercial announcement of the preceding broadcast, using the agreed talent unit.

[c]. Except as otherwise hereinafter expressly provided the agency will save the station harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and proprietary rights, resulting from the broadcasting of the programs herein provided for in the form furnished by the agency. The station agrees, however, to save the agency and advertiser harmless against all such liability where the programs are prepared and produced both as to artists and program content by the station excepting only such liability as may result from the broadcasting of the commercial credits and other material as furnished by the agency. Station will save agency and advertiser harmless against all such liability with respect to music on station-built programs. Station will save agency and advertiser harmless against all such liability with respect to music on agency-built programs provided such music has been cleared and approved for broadcasting by a licensor designated by station. Agency will save station harmless against all such liability with respect to music on agency-built programs if such music has not been cleared and approved for broadcasting by a licensor designated by station.

[d]. Notwithstanding the indemnitor (party hereto on whom duty of defense is imposed) shall have assumed the defense of any litigation hereunder, the indemnitee, upon relieving the indemnitor in writing of its obligations hereunder with respect to such litigation, shall have the right, if it shall so elect, thereafter to conduct the same at its expense by its own counsel. It is understood, however, that by common consent, the litigation and the responsibility of the parties hereto may be handled in some other way. The indemnitor upon request shall keep the indemnitee fully advised with respect thereto and confer with the indemnitee or its counsel.

[e]. Programs prepared by the agency are subject to the approval of the station management both as to artists and to program content.

[f]. The provisions of this paragraph shall survive any cancellation or termination of this contract.

7. GENERAL

[a]. This contract is subject to the terms of licenses held by the parties hereto and is also subject to all Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future.

[b]. The rights under this contract shall not be transferable to another advertiser than the one specified in this contract unless the consent of the station has been obtained.

[c]. In dealing with agencies, the station shall follow a uniform policy to avoid discrimination.

[d]. The agency agrees that it will not rebate to its client any part of the commission allowed by the station.

[e]. All requests by agency for station to handle audience mail must be submitted to station in advance and approved by station.

[f]. The failure of the station or of the agency to enforce any of the provisions herein listed with respect to a breach thereof in any one instance shall not be construed as a general relinquishment or waiver under this agreement and the same shall nevertheless be and remain in full force and effect.

(OVER)